

1 BILL NO. R-86-~~10~~<sup>11</sup>-08

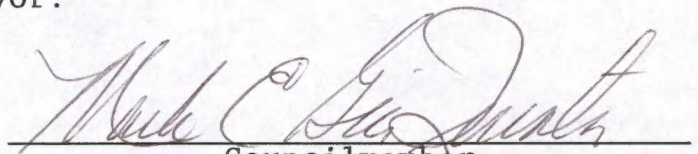
RESOLUTION NO. R- 88-86

2 A RESOLUTION of the Common Council  
3 authorizing a Fire Services Contract  
4 between the City of Fort Wayne,  
Indiana and Pleasant Township.

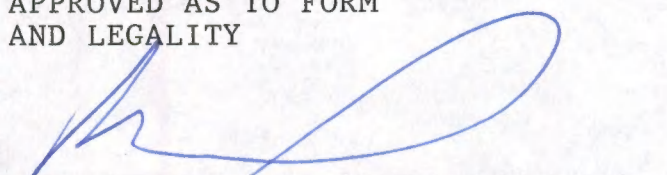
5 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL  
6 OF THE CITY OF FORT WAYNE, INDIANA:

7 SECTION 1. That the proposed Fire Services Contract  
8 by and between the City of Fort Wayne, Indiana, and Pleasant  
9 Township, Indiana, attached hereto and made a part hereof, is  
10 hereby ratified and approved in all respects. The City officers,  
11 referenced in the Contract, are hereby authorized and empowered  
12 to sign same on behalf of the City of Fort Wayne.

13 SECTION 2. That this Resolution shall be in full  
14 force and effect from and after its passage and any and all  
15 necessary approval by the Mayor.

16   
17 \_\_\_\_\_  
18 Councilmember

19 APPROVED AS TO FORM  
20 AND LEGALITY

21   
22 \_\_\_\_\_  
23 Bruce O. Boxberger, City Attorney  
24  
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Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S

DATE: 11-10-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-25-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ ~~(GENERAL)~~

~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE (RESOLUTION) NO. B-88-86  
on the 25th day of November, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of November, 1986, at the hour of 11:00 o'clock 11 M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of November, 1986, at the hour of 11:00 o'clock 11 M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

FIRE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of October, 1986, by and between the CITY OF FORT WAYNE, INDIANA ("City") and the UNIT OF PLEASANT TOWNSHIP, County of Allen, State of Indiana ("Township").

W I T N E S S E T H:

WHEREAS, the City has an established full-time Fire Department;

WHEREAS, the Township is desirous of using the services of the Fire Department for the benefit of its residents; and

WHEREAS, the parties desire to enter into this Agreement, pursuant to I.C. 36-1-7, et seq.

NOW, THEREFORE, the parties agree as follows:

1. PROVISION OF SERVICES. The City does hereby agree to provide firefighting services to the Township, within those areas of the Township, as so noted on the attached "Exhibit A" and made a part hereof. Such firefighting services, as to be provided by the City hereunder, shall be the same type of firefighting services as provided to the residents of the City of Fort Wayne, Indiana. Pursuant to I.C. 36-1-7-7, firefighting officers shall have the same powers as granted to them by State law with respect to the performance of their duties hereunder.



2. LIMITATION OF LIABILITY. Neither the City nor any of its employees, boards, departments, officers or agents, shall have any liability whatsoever for the provision or nonprovision of services referenced herein. It is deemed that the provision of services or the failure to provide services hereunder, shall be determined to be a discretionary function of the City and all appropriate immunities and exemptions from liability shall apply. The nature and extent of firefighting services shall depend upon personnel and equipment available to the City.

3. TERM. This Agreement shall be effective January 1, 1987 and shall run through December 31, 1987.

4. ADMINISTRATION. The provision of services hereunder; the administration of services to be provided hereunder; and the financing and staffing shall be provided by the City.

5. COMPENSATION. The City shall receive the sum of Fourteen Thousand Dollars (\$14,000.00) as total compensation to be paid to it by the Township, same to be received by the City on or before January 1, 1987.

6. LEGAL REQUIREMENTS. This Agreement and the obligations of the parties hereunder shall be:

- (a) Subject to the approval of the Common Council of the City of Fort Wayne;
- (b) Subject to the approval of the Advisory Board of Pleasant Township;

- (c) This Agreement shall be recorded with the Recorder of Allen County Indiana before it is effective; and
- (d) This Agreement shall be filed with the State Board of Accounts within sixty (60) days after same takes effect.

7. MISCELLANEOUS. At the option of the Township, this Agreement may be made effective prior to January 1, 1987. If same is the Township's desire, the Township shall provide five (5) days notice to the City of its intent to commence the Contract prior to January 1, 1987. Compensation paid to the City, shall then be at the rate of Fourteen Thousand Dollars (\$14,000.00) per year, prorated on a monthly basis or portions thereof, such sum payable at the commencement date. The payment then for the year 1987 would be due by January 1, 1987.

Nothing in this Agreement shall be construed to prohibit the City from entering into separate fire service or similar contracts with any businesses or firms located within the Township.

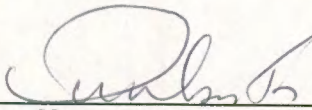
8. GOVERNING LAW. This Agreement shall be construed within the laws of the State of Indiana.

IN WITNESS WHEREOF, this Agreement has been signed the day, month and year first above written.

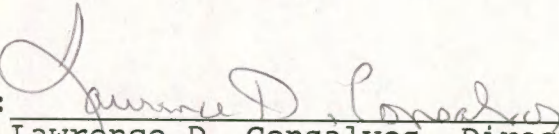


CITY OF FORT WAYNE, INDIANA

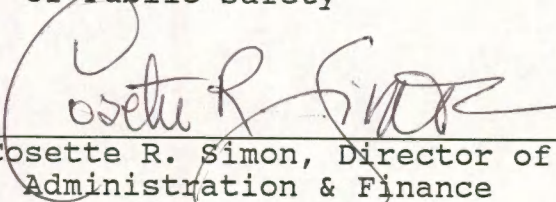
BY:

  
Win Moses, Jr., Mayor

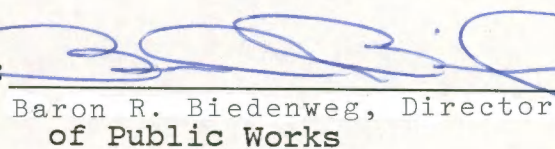
BY:

  
Lawrence D. Consalvos, Director  
of Public Safety

BY:

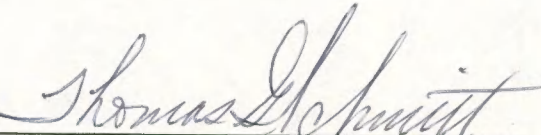
  
Cosette R. Simon, Director of  
Administration & Finance

BY:

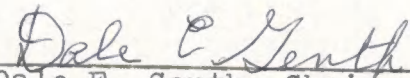
  
Baron R. Biedenweg, Director  
of Public Works

PLEASANT TOWNSHIP

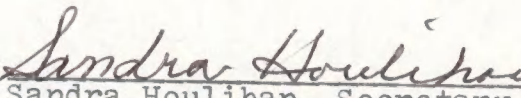
BY:

  
Thomas Schmitt

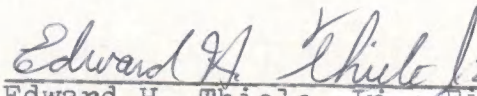
BY:

  
Dale E. Genth, Chairman  
Advisory Board

BY:

  
Sandra Houlihan, Secretary  
Advisory Board

BY:

  
Edward H. Thiele, Jr., Finance  
Chairman, Advisory Board

Pleasant Township Contract Boundaries

The north boundary of the contract area will follow Dalman Road, Baer Field Thruway, Dunkleberg Road and any area adjacent to the City of Fort Wayne corporate limits which is a property of Pleasant Township.

The west boundary will be that area of Pleasant Township along Cloverdale Road.

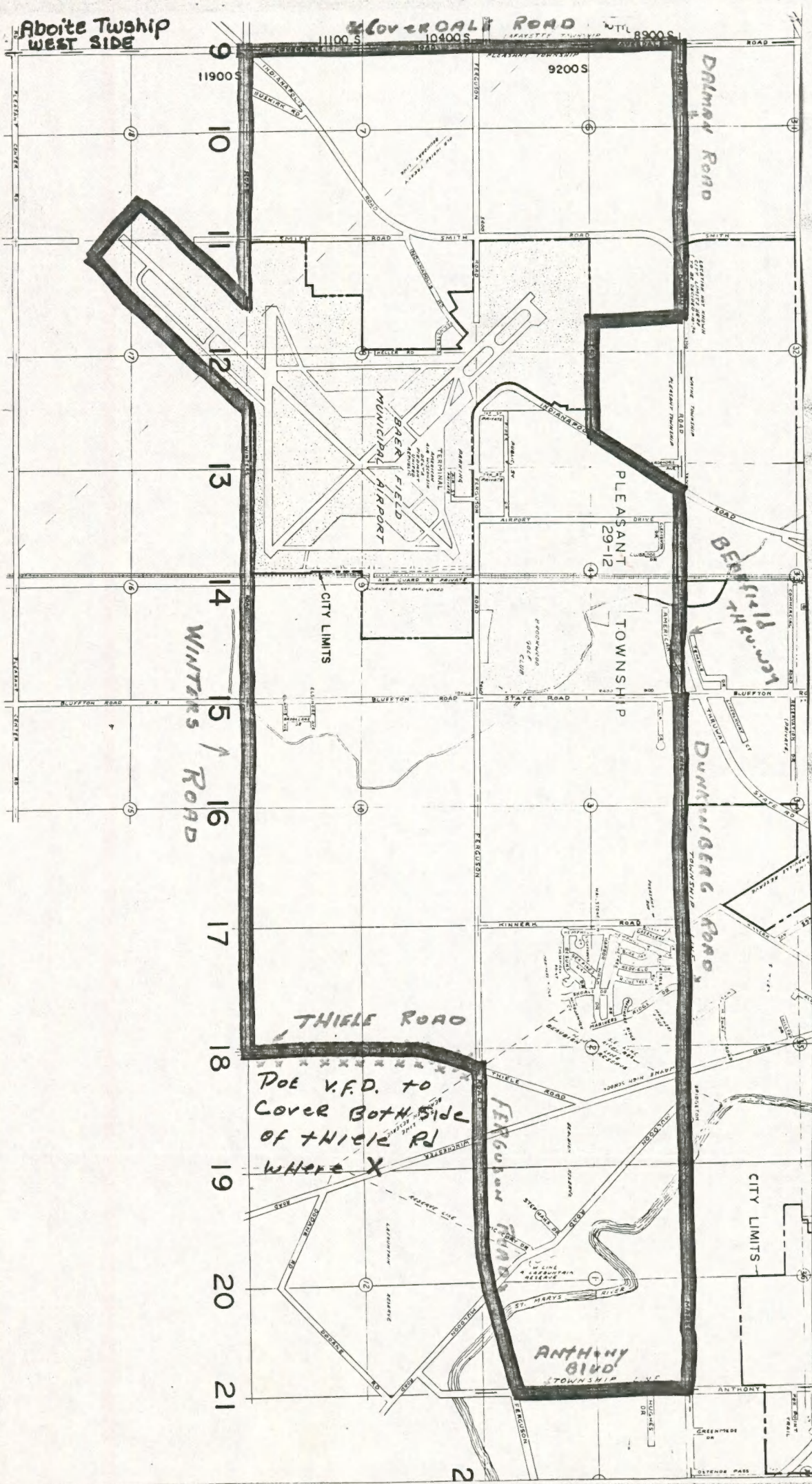
The south boundary will run along Winters Road and include all addresses on both the north and south side of the road.

The east boundary will be that property directly west of Thiele Road to Ferguson Road, Ferguson Road to Anthony Boulevard, then north on Anthony Boulevard to the intersection of Maples Road.

NOTE: The Poe Volunteer Fire Department will cover addresses on both sides of the Thiele Road boundary. Where a boundary line involves another township, responses will only be made on the Pleasant Township portion of the boundary.

EXHIBIT "A"







BILL NO. R-86-11-08

REPORT OF THE COMMITTEE ON FINANCE

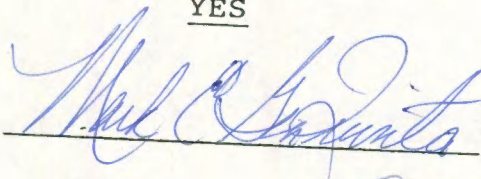
WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN ~~XXXXXXXXXX~~ (ORDINANCE) (RESOLUTION) of the Common Council

authorizing a Fire Services Contract between the City of Fort Wayne,  
Indiana and Pleasant Township

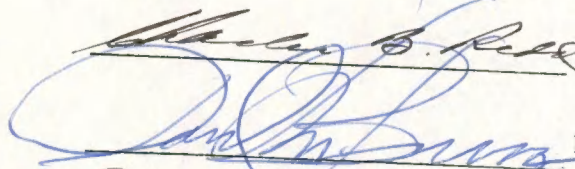
HAVE HAD SAID ~~(ORDINANCE)~~ (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ~~(ORDINANCE)~~  
(RESOLUTION) ~~XXXXXXXXXX~~

YES

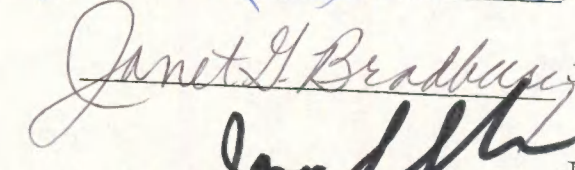
NO



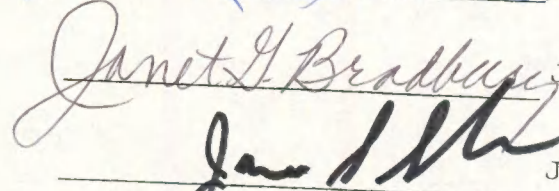
MARK E. GiaQUINTA  
CHAIRMAN



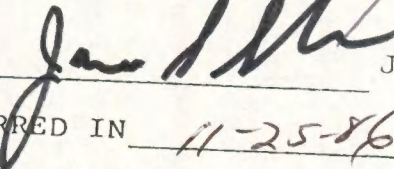
CHARLES B. REDD  
VICE CHAIRMAN



PAUL M. BURNS



JANET G. BRADBURY



JAMES S. STIER

CONCURRED IN 11-25-86

SANDRA E. KENNEDY  
CITY CLERK